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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SCOTT SEO,  
aka "Seung Hye Seo,"  
aka "Scott Hoon Seo,"

Defendant.

No. CR 18-625-JAK-1

PLEA AGREEMENT FOR DEFENDANT  
SCOTT SEO

1. This constitutes the plea agreement between defendant SCOTT SEO, also known as "Seung Hye Seo," and "Scott Hoon Seo" ("defendant") and the United States Attorney's Office for the Central District of California ("the USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

1           a. At the earliest opportunity requested by the USAO and  
2 provided by the Court, appear and plead guilty to count thirteen of  
3 the indictment, which charges defendant with Bribery Concerning  
4 Programs Receiving Federal Funds, in violation of Title 18, United  
5 States Code, Section 666(a)(2).

6           b. Not contest the Factual Basis agreed to in this  
7 agreement.

8           c. Abide by all agreements regarding sentencing contained  
9 in this agreement.

10          d. Appear for all court appearances, surrender as ordered  
11 for service of sentence, obey all conditions of any bond, and obey  
12 any other ongoing court order in this matter.

13          e. Not commit any crime; however, offenses that would be  
14 excluded for sentencing purposes under United States Sentencing  
15 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
16 within the scope of this agreement.

17          f. Be truthful at all times with Pretrial Services, the  
18 United States Probation Office, and the Court.

19          g. Pay the applicable special assessment at or before the  
20 time of sentencing unless defendant lacks the ability to pay and  
21 prior to sentencing submits a completed financial statement on a form  
22 to be provided by the USAO.

23          h. Make restitution at or before the time of sentencing,  
24 and not seek the discharge of any restitution obligation, in whole or  
25 in part, in any present or future bankruptcy proceeding.

26          3. Defendant further agrees to cooperate fully with the USAO  
27 and the Federal Bureau of Investigation, and, as directed by the  
28 USAO, any other federal, state, local, or foreign prosecuting,

1 enforcement, administrative, or regulatory authority. This  
2 cooperation requires defendant to:

3 a. Respond truthfully and completely to all questions  
4 that may be put to defendant, whether in interviews, before a grand  
5 jury, or at any trial or other court proceeding.

6 b. Attend all meetings, grand jury sessions, trials or  
7 other proceedings at which defendant's presence is requested by the  
8 USAO or compelled by subpoena or court order.

9 c. Produce voluntarily all documents, records, or other  
10 tangible evidence relating to matters about which the USAO, or its  
11 designee, inquires.

12 d. If requested to do so by the USAO, act in an  
13 undercover capacity to the best of defendant's ability in connection  
14 with criminal investigations by federal, state, local, or foreign law  
15 enforcement authorities, in accordance with the express instructions  
16 of those law enforcement authorities. Defendant agrees not to act in  
17 an undercover capacity, tape record any conversations, or gather any  
18 evidence except after a request by the USAO and in accordance with  
19 express instructions of federal, state, local, or foreign law  
20 enforcement authorities.

21 4. For purposes of this agreement: (1) "Cooperation  
22 Information" shall mean any statements made, or documents, records,  
23 tangible evidence, or other information provided, by defendant  
24 pursuant to defendant's cooperation under this agreement; and  
25 (2) "Plea Information" shall mean any statements made by defendant,  
26 under oath, at the guilty plea hearing and the agreed to factual  
27 basis statement in this agreement.

THE USAO'S OBLIGATIONS

5. The USAO agrees to:

a. Not contest the Factual Basis agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

6. The USAO further agrees:

a. Not to offer as evidence in its case-in-chief in the above-captioned case or any other criminal prosecution that may be brought against defendant by the USAO, or in connection with any sentencing proceeding in any criminal case that may be brought against defendant by the USAO, any Cooperation Information. Defendant agrees, however, that the USAO may use both Cooperation Information and Plea Information: (1) to obtain and pursue leads to other evidence, which evidence may be used for any purpose, including any criminal prosecution of defendant; (2) to cross-examine defendant

1 should defendant testify, or to rebut any evidence offered, or  
2 argument or representation made, by defendant, defendant's counsel,  
3 or a witness called by defendant in any trial, sentencing hearing, or  
4 other court proceeding; and (3) in any criminal prosecution of  
5 defendant for false statement, obstruction of justice, or perjury.

6           b. Not to use Cooperation Information against defendant  
7 at sentencing for the purpose of determining the applicable guideline  
8 range, including the appropriateness of an upward departure, or the  
9 sentence to be imposed, and to recommend to the Court that  
10 Cooperation Information not be used in determining the applicable  
11 guideline range or the sentence to be imposed. Defendant  
12 understands, however, that Cooperation Information will be disclosed  
13 to the probation office and the Court, and that the Court may use  
14 Cooperation Information for the purposes set forth in U.S.S.G.  
15 § 1B1.8(b) and for determining the sentence to be imposed.

16           c. In connection with defendant's sentencing, to bring to  
17 the Court's attention the nature and extent of defendant's  
18 cooperation.

19           d. If the USAO determines, in its exclusive judgment,  
20 that defendant has both complied with defendant's obligations under  
21 paragraphs 2 and 3 above and provided substantial assistance to law  
22 enforcement in the prosecution or investigation of another  
23 ("substantial assistance"), to move the Court pursuant to U.S.S.G.  
24 § 5K1.1 to fix an offense level and corresponding guideline range  
25 below that otherwise dictated by the sentencing guidelines, and to  
26 recommend a term of imprisonment within this reduced range.

27           DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

28           7. Defendant understands the following:

1           a. Any knowingly false or misleading statement by  
2 defendant will subject defendant to prosecution for false statement,  
3 obstruction of justice, and perjury and will constitute a breach by  
4 defendant of this agreement.

5           b. Nothing in this agreement requires the USAO or any  
6 other prosecuting, enforcement, administrative, or regulatory  
7 authority to accept any cooperation or assistance that defendant may  
8 offer, or to use it in any particular way.

9           c. Defendant cannot withdraw defendant's guilty plea if  
10 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a  
11 reduced guideline range or if the USAO makes such a motion and the  
12 Court does not grant it or if the Court grants such a USAO motion but  
13 elects to sentence above the reduced range.

14           d. At this time the USAO makes no agreement or  
15 representation as to whether any cooperation that defendant has  
16 provided or intends to provide constitutes or will constitute  
17 substantial assistance. The decision whether defendant has provided  
18 substantial assistance will rest solely within the exclusive judgment  
19 of the USAO.

20           e. The USAO's determination whether defendant has  
21 provided substantial assistance will not depend in any way on whether  
22 the government prevails at any trial or court hearing in which  
23 defendant testifies or in which the government otherwise presents  
24 information resulting from defendant's cooperation.

25                               NATURE OF THE OFFENSE

26           8. Defendant understands that for defendant to be guilty of  
27 the crime charged in count thirteen, that is, Federal Program  
28 Bribery, in violation of 18 U.S.C. § 666(a)(2), the following must be

1 true: (1) Wilbur M. Salao ("Salao") was an agent of an agency or  
2 State government; (2) defendant corruptly gave, offered, or agreed to  
3 give anything of value to Salao; (3) defendant intended to influence  
4 or reward Salao in connection with any business, transaction, or  
5 series of transactions of an agency or State government involving  
6 anything of value of \$5,000 or more; (4) the agency or State  
7 government received, in any one-year period, benefits in excess of  
8 \$10,000 under a Federal program involving a grant, contract, subsidy,  
9 loan, guarantee, insurance, or other form of Federal assistance.

10 PENALTIES AND RESTITUTION

11 9. Defendant understands that the statutory maximum sentence  
12 that the Court can impose for a violation of Title 18, United States  
13 Code, Section 666, is: 10 years of imprisonment; a 3-year period of  
14 supervised release; a fine of \$250,000 or twice the gross gain or  
15 gross loss resulting from the offense, whichever is greatest; and a  
16 mandatory special assessment of \$100.

17 10. Defendant agrees to make full restitution to the victim of  
18 the offense to which defendant is pleading guilty. Defendant agrees  
19 that, in return for the USAO's compliance with its obligations under  
20 this agreement, the Court may order restitution to persons other than  
21 the victim of the offenses to which defendant is pleading guilty and  
22 in amounts greater than those alleged in the count to which defendant  
23 is pleading guilty. In particular, defendant agrees that the Court  
24 may order restitution to any victim of any of the following for any  
25 losses suffered by that victim as a result: (a) any relevant conduct,  
26 as defined in U.S.S.G. § 1B1.3, in connection with the offense to  
27 which defendant is pleading guilty. The parties currently believe  
28 that the applicable amount of restitution is approximately \$88,400,

1 but recognize and agree that this amount could change based on facts  
2 that come to the attention of the parties prior to sentencing.

3 11. Defendant understands that supervised release is a period  
4 of time following imprisonment during which defendant will be subject  
5 to various restrictions and requirements. Defendant understands that  
6 if defendant violates one or more of the conditions of any supervised  
7 release imposed, defendant may be returned to prison for all or part  
8 of the term of supervised release authorized by statute for the  
9 offense that resulted in the term of supervised release, which could  
10 result in defendant serving a total term of imprisonment greater than  
11 the statutory maximum stated above.

12 12. Defendant understands that, by pleading guilty, defendant  
13 may be giving up valuable government benefits and valuable civic  
14 rights, such as the right to vote, the right to possess a firearm,  
15 the right to hold office, and the right to serve on a jury.  
16 Defendant understands that once the Court accepts defendant's guilty  
17 plea, it will be a federal felony for defendant to possess a firearm  
18 or ammunition. Defendant understands that the conviction in this  
19 case may also subject defendant to various other collateral  
20 consequences, including but not limited to revocation of probation,  
21 parole, or supervised release in another case and suspension or  
22 revocation of a professional license. Defendant understands that  
23 unanticipated collateral consequences will not serve as grounds to  
24 withdraw defendant's guilty plea.

25 FACTUAL BASIS

26 13. Defendant admits that defendant is, in fact, guilty of the  
27 offense to which defendant is agreeing to plead guilty. Defendant  
28 and the USAO agree to the statement of facts provided below and agree

1 that this statement of facts is sufficient to support a plea of  
2 guilty to the charge described in this agreement and to establish the  
3 Sentencing Guidelines factors set forth in paragraph 15 below but is  
4 not meant to be a complete recitation of all facts relevant to the  
5 underlying criminal conduct or all facts known to either party that  
6 relate to that conduct.

7 The California Department of Alcoholic Beverage Control ("ABC"),  
8 a department of the State of California, and the State of California  
9 received benefits in excess of \$10,000 under a Federal program  
10 involving a grant, contract, subsidy, loan, guarantee, insurance, and  
11 other form of Federal assistance, during the following one-year  
12 periods: October 1, 2013 to September 30, 2014; October 1, 2014 to  
13 September 30, 2015; October 1, 2015 to September 30, 2016.

14 Beginning in at least 2010, Wilbur M. Salao ("Salao") was a  
15 public official employed by the ABC as District Administrator in the  
16 Los Angeles Metro office.

17 Defendant was employed as a consultant, offering his services to  
18 businesses located in the Koreatown area of Los Angeles on matters  
19 concerning ABC licenses, ABC condition modifications, and ABC  
20 enforcement and disciplinary resolutions.

21 Between December 2011 and May 2016, defendant paid bribes to  
22 Salao, which defendant and Salao concealed from the ABC. In exchange  
23 for receiving bribes and kickbacks from defendant, Salao performed at  
24 least the following official acts in his capacity as an ABC District  
25 Administrator: (i) directing ABC enforcement operations and  
26 disciplinary actions against targeted businesses defendant selected;  
27 (ii) altering official ABC documents at the direction of defendant,  
28 including modifying diagrams and operating conditions; (iii) sharing

1 non-public information with defendant to benefit defendant and his  
2 clients; (iv) expediting the licensing process for defendant's  
3 clients at defendant's direction; and (v) delaying the licensing  
4 process for defendant's competitors at defendant's direction.

5       These bribes and official acts allowed defendant to target  
6 businesses for enforcement actions, convince business owners to pay  
7 defendant a fee to avoid harsh disciplinary actions imposed by Salao,  
8 sign new clients, generate fees from existing clients, harm  
9 defendant's competitors and rivals, and force businesses to sell  
10 their establishments to defendant and his associates.

11       In December 2011, defendant accepted \$60,000 in cash from  
12 Cooperating Witness 2, to resolve Business 1's ABC license issue,  
13 including by paying a bribe or kickback to Salao. In return, Salao  
14 issued a temporary ABC license to Business 1.

15       On January 22, 2014, during an in-person meeting in Los Angeles  
16 County, defendant gave Salao a \$1,900 cash bribe.

17       On April 24, 2014, during an in-person meeting in Los Angeles  
18 County, defendant gave Salao a \$2,000 bribe by check, check number  
19 1021.

20       On February 6, 2015, during an in-person meeting in Los Angeles  
21 County, defendant gave Salao a \$2,500 bribe by check, check number  
22 1037.

23       On March 4, 2015, during an in-person meeting in Los Angeles  
24 County, defendant gave Salao a \$2,500 bribe by check, check number  
25 1042.

26       On April 30, 2015, during an in-person meeting in Los Angeles  
27 County, defendant gave Salao a \$2,250 bribe by check, check number  
28 1053.

1 On June 16, 2015, during an in-person meeting in Los Angeles  
2 County, defendant gave Salao a \$2,500 bribe by check, check number  
3 1065.

4 On August 17, 2015, during an in-person meeting in Los Angeles  
5 County, defendant gave Salao a \$2,500 cash bribe.

6 On October 14, 2015, during an in-person meeting in Los Angeles  
7 County, defendant gave Salao a \$5,250 bribe by check, check number  
8 unknown.

9 On January 28, 2016, during an in-person meeting in Los Angeles  
10 County, defendant gave Salao a \$2,000 cash bribe.

11 On May 24, 2016, during an in-person meeting in Los Angeles  
12 County, defendant gave Salao a \$5,000 cash bribe.

13 In total, from December 2011 to May 2016, defendant gave Salao  
14 at least \$28,400 in bribe payments in exchange for Salao's assistance  
15 in Salao's role as an ABC official, which enriched defendant by at  
16 least \$60,000.

17 SENTENCING FACTORS

18 14. Defendant understands that in determining defendant's  
19 sentence the Court is required to calculate the applicable Sentencing  
20 Guidelines range and to consider that range, possible departures  
21 under the Sentencing Guidelines, and the other sentencing factors set  
22 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
23 Sentencing Guidelines are advisory only, that defendant cannot have  
24 any expectation of receiving a sentence within the calculated  
25 Sentencing Guidelines range, and that after considering the  
26 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
27 be free to exercise its discretion to impose any sentence it finds  
28

1 appropriate up to the maximum set by statute for the crime of  
2 conviction.

3 15. Defendant and the USAO agree to the following applicable  
4 Sentencing Guidelines factors:

5 Base Offense Level:	12	U.S.S.G. § 2C1.1(a)(2)
6 More than 1 bribe:	+2	U.S.S.G. § 2C1.1(b)(1)
7 More than \$40,000:	+6	U.S.S.G. §2C1.1(b)(2)

8 Defendant and the USAO reserve the right to argue that additional  
9 specific offense characteristics, adjustments, and departures under  
10 the Sentencing Guidelines are appropriate.

11 16. Defendant understands that there is no agreement as to  
12 defendant's criminal history or criminal history category.

13 17. Defendant and the USAO reserve the right to argue for a  
14 sentence outside the sentencing range established by the Sentencing  
15 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
16 (a)(2), (a)(3), (a)(6), and (a)(7).

17 WAIVER OF CONSTITUTIONAL RIGHTS

18 18. Defendant understands that by pleading guilty, defendant  
19 gives up the following rights:

- 20 a. The right to persist in a plea of not guilty.
- 21 b. The right to a speedy and public trial by jury.
- 22 c. The right to be represented by counsel - and if  
23 necessary have the Court appoint counsel - at trial. Defendant  
24 understands, however, that, defendant retains the right to be  
25 represented by counsel - and if necessary have the Court appoint  
26 counsel - at every other stage of the proceeding.

1           d. The right to be presumed innocent and to have the  
2 burden of proof placed on the government to prove defendant guilty  
3 beyond a reasonable doubt.

4           e. The right to confront and cross-examine witnesses  
5 against defendant.

6           f. The right to testify and to present evidence in  
7 opposition to the charges, including the right to compel the  
8 attendance of witnesses to testify.

9           g. The right not to be compelled to testify, and, if  
10 defendant chose not to testify or present evidence, to have that  
11 choice not be used against defendant.

12           h. Any and all rights to pursue any affirmative defenses,  
13 Fourth Amendment or Fifth Amendment claims, and other pretrial  
14 motions that have been filed or could be filed.

15                   WAIVER OF APPEAL OF CONVICTION

16           19. Defendant understands that, with the exception of an appeal  
17 based on a claim that defendant's guilty plea was involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's conviction on the offense to which defendant is  
20 pleading guilty. Defendant understands that this waiver includes,  
21 but is not limited to, arguments that the statutes to which defendant  
22 is pleading guilty are unconstitutional, and any and all claims that  
23 the statement of facts provided herein is insufficient to support  
24 defendant's plea of guilty.

25                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26           20. Defendant agrees that, provided the Court imposes a term of  
27 imprisonment within or below the range corresponding to an offense  
28 level of 17 and the criminal history category calculated by the

1 Court, defendant gives up the right to appeal all of the following:  
2 (a) the procedures and calculations used to determine and impose any  
3 portion of the sentence; (b) the term of imprisonment imposed by the  
4 Court; (c) the fine imposed by the Court, provided it is within the  
5 statutory maximum; (d) to the extent permitted by law, the  
6 constitutionality or legality of defendant's sentence, provided it is  
7 within the statutory maximum; (e) the amount and terms of any  
8 restitution order, provided it requires payment of no more than  
9 \$88,400; (f) the term of probation or supervised release imposed by  
10 the Court, provided it is within the statutory maximum; and (g) any  
11 of the following conditions of probation or supervised release  
12 imposed by the Court: the conditions set forth in General Orders 318,  
13 01-05, and/or 05-02 of this Court; the drug testing conditions  
14 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
15 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

16 21. The USAO agrees that, provided (a) all portions of the  
17 sentence are at or below the statutory maximum specified above and  
18 (b) the Court imposes a term of imprisonment within or below the  
19 range corresponding to an offense level of 17 and the criminal  
20 history category calculated by the Court, the USAO gives up its right  
21 to appeal any portion of the sentence, with the exception that the  
22 USAO reserves the right to appeal the amount of restitution ordered  
23 if that amount is less than \$88,400.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 22. Defendant agrees that if, after entering a guilty plea  
26 pursuant to this agreement, defendant seeks to withdraw and succeeds  
27 in withdrawing defendant's guilty plea on any basis other than a  
28 claim and finding that entry into this plea agreement was

1 involuntary, then (a) the USAO will be relieved of all of its  
2 obligations under this agreement, including in particular its  
3 obligations regarding the use of Cooperation Information; (b) in any  
4 investigation, criminal prosecution, or civil, administrative, or  
5 regulatory action, defendant agrees that any Cooperation Information  
6 and any evidence derived from any Cooperation Information shall be  
7 admissible against defendant, and defendant will not assert, and  
8 hereby waives and gives up, any claim under the United States  
9 Constitution, any statute, or any federal rule, that any Cooperation  
10 Information or any evidence derived from any Cooperation Information  
11 should be suppressed or is inadmissible; and (c) should the USAO  
12 choose to pursue any charge that was either dismissed or not filed as  
13 a result of this agreement, then (i) any applicable statute of  
14 limitations will be tolled between the date of defendant's signing of  
15 this agreement and the filing commencing any such action; and  
16 (ii) defendant waives and gives up all defenses based on the statute  
17 of limitations, any claim of pre-indictment delay, or any speedy  
18 trial claim with respect to any such action, except to the extent  
19 that such defenses existed as of the date of defendant's signing this  
20 agreement.

21 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

22 23. Defendant agrees that if the count of conviction is  
23 vacated, reversed, or set aside, both the USAO and defendant will be  
24 released from all their obligations under this agreement.

25 EFFECTIVE DATE OF AGREEMENT

26 24. This agreement is effective upon signature and execution of  
27 all required certifications by defendant, defendant's counsel, and an  
28 Assistant United States Attorney.

BREACH OF AGREEMENT

25. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. For example, if defendant knowingly, in an interview, before a grand jury, or at trial, falsely accuses another person of criminal conduct or falsely minimizes defendant's own role, or the role of another, in criminal conduct, defendant will have breached this agreement. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then:

a. If defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea.

b. The USAO will be relieved of all its obligations under this agreement; in particular, the USAO: (i) will no longer be bound by any agreements concerning sentencing and will be free to seek any sentence up to the statutory maximum for the crime to which defendant has pleaded guilty; (ii) will no longer be bound by any agreements regarding criminal prosecution, and will be free to criminally prosecute defendant for any crime, including charges that the USAO would otherwise have been obligated to dismiss; and (iii) will no longer be bound by any agreement regarding the use of Cooperation

1 Information and will be free to use any Cooperation Information in  
2 any way in any investigation, criminal prosecution, or civil,  
3 administrative, or regulatory action.

4 c. The USAO will be free to criminally prosecute  
5 defendant for false statement, obstruction of justice, and perjury  
6 based on any knowingly false or misleading statement by defendant.

7 d. In any investigation, criminal prosecution, or civil,  
8 administrative, or regulatory action: (i) defendant will not assert,  
9 and hereby waives and gives up, any claim that any Cooperation  
10 Information was obtained in violation of the Fifth Amendment  
11 privilege against compelled self-incrimination; and (ii) defendant  
12 agrees that any Cooperation Information and any Plea Information, as  
13 well as any evidence derived from any Cooperation Information or any  
14 Plea Information, shall be admissible against defendant, and  
15 defendant will not assert, and hereby waives and gives up, any claim  
16 under the United States Constitution, any statute, Rule 410 of the  
17 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
18 Criminal Procedure, or any other federal rule, that any Cooperation  
19 Information, any Plea Information, or any evidence derived from any  
20 Cooperation Information or any Plea Information should be suppressed  
21 or is inadmissible.

22 26. Following the Court's finding of a knowing breach of this  
23 agreement by defendant, should the USAO choose to pursue any charge  
24 that was either dismissed or not filed as a result of this agreement,  
25 then:

26 a. Defendant agrees that any applicable statute of  
27 limitations is tolled between the date of defendant's signing of this  
28 agreement and the filing commencing any such action.

1           b. Defendant waives and gives up all defenses based on  
2 the statute of limitations, any claim of pre-indictment delay, or any  
3 speedy trial claim with respect to any such action, except to the  
4 extent that such defenses existed as of the date of defendant's  
5 signing this agreement.

6                           COURT AND PROBATION OFFICE NOT PARTIES

7           27. Defendant understands that the Court and the United States  
8 Probation Office are not parties to this agreement and need not  
9 accept any of the USAO's sentencing recommendations or the parties'  
10 agreements to facts or sentencing factors.

11           28. Defendant understands that both defendant and the USAO are  
12 free to: (a) supplement the facts by supplying relevant information  
13 to the United States Probation Office and the Court, (b) correct any  
14 and all factual misstatements relating to the Court's Sentencing  
15 Guidelines calculations and determination of sentence, and (c) argue  
16 on appeal and collateral review that the Court's Sentencing  
17 Guidelines calculations and the sentence it chooses to impose are not  
18 error, although each party agrees to maintain its view that the  
19 calculations in paragraph 15 are consistent with the facts of this  
20 case. This paragraph permits both the USAO and defendant to submit  
21 full and complete factual information to the United States Probation  
22 Office and the Court, even if that factual information may be viewed  
23 as inconsistent with the Factual Basis or Sentencing Factors agreed  
24 to in this agreement.

25           29. Defendant understands that even if the Court ignores any  
26 sentencing recommendation, finds facts or reaches conclusions  
27 different from those agreed to, and/or imposes any sentence up to the  
28 maximum established by statute, defendant cannot, for that reason,

1 withdraw defendant's guilty plea, and defendant will remain bound to  
 2 fulfill all defendant's obligations under this agreement. Defendant  
 3 understands that no one -- not the prosecutor, defendant's attorney,  
 4 or the Court -- can make a binding prediction or promise regarding  
 5 the sentence defendant will receive, except that it will be within  
 6 the statutory maximum.

7 NO ADDITIONAL AGREEMENTS

8 30. Defendant understands that, except as set forth herein,  
 9 there are no promises, understandings, or agreements between the USAO  
 10 and defendant or defendant's attorney, and that no additional  
 11 promise, understanding, or agreement may be entered into unless in a  
 12 writing signed by all parties or on the record in court.

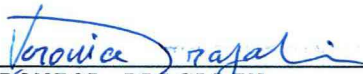
13 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

14 31. The parties agree that this agreement will be considered  
 15 part of the record of defendant's guilty plea hearing as if the  
 16 entire agreement had been read into the record of the proceeding.

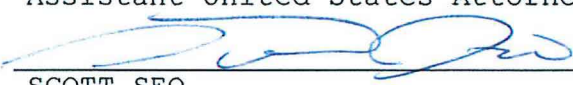
17 AGREED AND ACCEPTED

18 UNITED STATES ATTORNEY'S OFFICE  
 19 FOR THE CENTRAL DISTRICT OF  
 CALIFORNIA


20 NICOLA T. HANNA  
 21 United States Attorney

22   
 VERONICA DRAGALIN  
 23 Assistant United States Attorney

11/20/2018  
 Date

24   
 SCOTT SEO  
 25 Defendant

11-19-18  
 Date

26   
 STANLEY L. FRIEDMAN  
 27 Attorney for Defendant  
 28 SCOTT SEO

November 19, 2018  
 Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


  
SCOTT SEO  
Defendant

  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am SCOTT SEO's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set

1 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
2 provisions, and of the consequences of entering into this agreement.  
3 To my knowledge: no promises, inducements, or representations of any  
4 kind have been made to my client other than those contained in this  
5 agreement; no one has threatened or forced my client in any way to  
6 enter into this agreement; my client's decision to enter into this  
7 agreement is an informed and voluntary one; and the factual basis set  
8 forth in this agreement is sufficient to support my client's entry of  
9 a guilty plea pursuant to this agreement.

10   
11 STANLEY L. FRIEDMAN  
12 Attorney for Defendant  
SCOTT SEO

November 19, 2018  
Date